

Exhibit 5-C

Silver First Amended Complaint

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2 Gersten Law Group
3 3115 Fourth Avenue
4 San Diego, CA 92103
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7 Attorneys for Plaintiff Francine Silver

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COPY**

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10 FRANCINE SILVER,

11 Plaintiff,

12 v.

13 GMAC MORTGAGE, LLC, a limited
14 liability company; OCWEN LOAN
15 SERVICING, LLC; and DOES 1-20,

16 Defendant.
17

Case No. SC 118412

FIRST AMENDED AND
SUPPLEMENTAL COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF, AND DAMAGES

18
19 Plaintiff alleges:

20 **Common allegations**

21 1. Plaintiff is the owner in fee simple of residential property, which she
22 occupies, located at 8613 Franklin Avenue, Los Angeles, CA 90069 (the "Property").

23 2. The grounds for this action are wrongful foreclosure by defendant GMAC
24 Mortgage, LLC ("GMAC"), which is not a proper party to foreclose; and wrongful debt
25 collection in violation of the California Fair Debt Collection Practices Act (Civ. Code
26 §§ 1788.10 et seq.) by defendant OCWEN Loan Servicing, LLC ("Ocwen").

27 3. Plaintiff does not know the true names and capacities, whether individual,
28

1 corporate or otherwise, of defendants DOEs 1 to 20, and therefore sues them by those
2 fictitious names. Plaintiff is informed and believes that each such defendant is in some
3 way responsible for the damages alleged in this Complaint. Plaintiff will amend this
4 complaint to allege the Doe defendants' true names and capacities when they have been
5 ascertained.

6 4. Plaintiff is informed and believes that, in doing the acts alleged in this
7 Complaint, each of the named and Doe defendants was the agent or employee of the other
8 defendants; that in doing the acts alleged, was acting within the course and scope of their
9 agency, employment, or service with the advance knowledge, consent, or ratification of the
10 other defendants, including the corporate defendants' officers, directors, or managing
11 agents; and that those defendants participated in the acts alleged in this Complaint and
12 ratified or accepted the benefits of such acts.

13 5. On or about May 14, 2012, GMAC's parent company, Residential Capital,
14 LLC ("ResCap") and affiliated entities, including GMAC, petitioned for protection under
15 Chapter 11 of the Bankruptcy Code in the Southern District of New York (Case No. 12-
16 12020 (MG)). On or about June 15, 2012, the Bankruptcy Court issued an interim order
17 providing limited relief from the automatic stay in bankruptcy to allow, among other
18 things, actions by borrowers to defend against judicial or nonjudicial foreclosure where a
19 final judgment allowing foreclosure has not been awarded. *Id.*, Doc. 391, Section 12(a). In
20 accordance with that order, this action is limited to claims for declaratory and injunctive
21 relief as against GMAC and does not include claims for money damages or penalties of
22 any kind. Plaintiff also seeks declaratory and injunctive relief, as well as damages, against
23 defendant OCWEN.

24
25 **FIRST CAUSE OF ACTION – For Declaratory and Injunctive Relief**
26 **(Against All Defendants)**

27 6. Paragraphs 1-5 are part of this cause of action.

28 7. In 2006, plaintiff borrowed \$1,300,000 from Nationwide Lending Group

1 (“Nationwide”) to refinance the debt on the Property. The loan was evidenced by a
2 promissory note and a deed of trust, both dated March 15, 2006.

3 8. The deed of trust identified the beneficiary as Mortgage Electronic
4 Registration System, Inc. (MERS), “solely as nominee for Lender and Lender’s successors
5 and assigns.” Plaintiff is informed and believes that MERS never had any beneficial
6 interest in the security.

7 9. Plaintiff is informed and believes that Nationwide sold or pre-sold the loan in
8 a series of transactions known as “securitization.” In recent years, securitization has greatly
9 expanded the capital available for residential mortgage loans and has become the most
10 common source of the capital to fund the loans.

11 10. A typical securitization proceeds as follows. First, the lender, or “originator,”
12 sells the loan to a sponsor, typically an investment bank. The sponsor aggregates the loans
13 it buys into pools and transfers them to an intermediary called a depositor. The depositor
14 creates a “special purpose vehicle,” a trust, also known as a Real Estate Mortgage
15 Investment Conduit (“REMIC”), which exists only to make the loan part of a security pool.
16 The trust issues certificates representing shares of the pool. The pool has a cutoff date, by
17 which time all loans to be included in the pool must have been identified, and a closing
18 date, by which time all the assets in the pool (the promissory notes and their security
19 interests in recordable form) must have been transferred to the trust. The sponsor, serving
20 as an underwriter, divides the pool into tranches according to the perceived credit risk of
21 the loans in each tranche, prices the certificates accordingly, and sells them to investors.
22 The sponsor also contracts with an entity that services the individual loans, aggregating
23 loan payments and performing other duties under the “Pooling and Servicing Agreement.”
24 Subject to governing law, the Pooling and Servicing Agreement sets the terms of the trust.
25 The servicer remits payments to the trustee for the trust, which remits net revenues to the
26 investors. Thus title to individual loans vests in the trust.

27 11. Based on the findings of a securitization audit by the firm Certified Forensic
28 Loan Auditors, LLC, plaintiff is informed and believes that her loan became, through

1 securitization, an asset of Greenpoint Mortgage Funding Trust 2006-AR7 (the "Trust");
2 that the trustee for the Trust was U.S. Bank, N.A.; that the Trust was formed and to be
3 governed by the laws of the State of New York; and that the Trust's closing date was
4 November 30, 2006.

5 12. Plaintiff is informed and believes that at no time did U.S. Bank have any
6 power to transfer plaintiff's loan, and that any transfer after the closing date would have
7 been null and void as a violation of both the Pooling and Service Agreement and New
8 York law.

9 13. Nevertheless, based on a creditor's claim in her recent bankruptcy, plaintiff
10 is informed and believes that GMAC claims an interest in the loan and a security interest in
11 the Property. Plaintiff does not know who currently owns the interest in her loan.

12 14. MERS exists primarily to facilitate transfers of security interests in real
13 property as the beneficial interests in the loans change hands. MERS is supported by
14 membership fees from numerous financial institutions. Members of MERS register their
15 interests with MERS and self-report the transfers.

16 15. MERS maintains a public database that identifies the servicer of and the
17 investor in a loan that a member registers with it, but an investor may choose not to display
18 its identity in the database.

19 16. Notwithstanding MERS's role as nominee beneficiary of plaintiff's deed of
20 trust when her loan originated in 2006, plaintiff is informed and believes based on diligent
21 searches of the MERS public database that MERS had no record of this loan at any time
22 before February 11, 2011, and no way to reconstruct the chain of title.

23 17. Despite its apparent lack of any record of the chain of title and despite its
24 lack of any beneficial interest in the security, MERS purported to assign the deed of trust
25 and promissory note to GMAC on July 5, 2011 (the "Assignment"), and GMAC purported
26 to execute a substitution of trustee the following day.

27 18. The Assignment purported to be executed by one Jacqueline Keeley as
28 "Assistant Secretary of MERS." The Substitution of Trustee was signed under the same

1 name as a "GMAC Authorized Officer." Based on an expert handwriting analyst's report,
2 plaintiff is informed and believes that one or both signatures were forged.

3 19. On July 21, 2011, plaintiff was served with a notice of default and later with
4 a notice of trustee sale, both in the name of ETS Services, LLC, the purported substitute
5 trustee. The sale was set for November 21, 2011, but was stayed by plaintiff's petition for
6 bankruptcy protection.

7 20. GMAC petitioned the bankruptcy court for relief from the automatic stay on
8 the ground that its alleged interest in property was not adequately protected. The
9 bankruptcy court denied the motion on the ground that GMAC had failed to prove
10 standing. Specifically, the court found that "Jacqueline Keeley's" two signatures had not
11 been written by the same person, and that "either someone is forging signatures or this is a
12 blatant example of robo-signing." Transcript of hearing on GMAC's motion for relief from
13 stay, February 23, 2012, Hon. Thomas B. Donovan, Bankruptcy Judge, presiding (copy
14 attached as Exhibit A hereto), at 2:19 to 3:9.

15 21. Meanwhile, on or about February 6, 2013, GMAC sent plaintiff notice that it
16 was transferring servicing rights on her loan to Ocwen, effective February 16, 2013.

17 22. Plaintiff is informed and believes that GMAC did not in fact own the
18 servicing rights Ocwen purportedly acquired.

19 23. On or about February 16, 2013, Ocwen sent plaintiff a letter stating that it
20 was attempting to collect the subject debt on behalf of Aurora Loan Services, LLC, "which
21 currently owns the interest in your account."

22 24. By means of a document dated March 25, 2013, titled "Assignment of Deed
23 of Trust," and executed by a person signing as "Keli D. Smith, Authorized Officer",
24 GMAC purported to transfer all beneficial interest in the Deed of Trust to "U.S. Bank
25 National Association, as Trustee for Greenpoint Mortgage Funding Trust Mortgage Pass-
26 Through Certificates, Series 2006-AR7.

27 25. On or about April 9, 2013, Ocwen sent plaintiff a letter stating that "[d]ue to
28 a computer programming error, the creditor for the referenced account was possibly

1 misidentified. As part of our error correcting procedures, we are writing to inform you that
2 the creditor to whom the debt is owed is U.S. Bank, [N.A.], as Trustee [etc.].”

3 26. Plaintiff is informed and believes that neither U.S. Bank nor any other
4 purported creditor submitted a proof of claim against her interest in the Property in her
5 above-referenced bankruptcy case.

6 27. GMAC’s residential loan foreclosure problems are the subject of an April
7 2011 Federal Reserve Board Consent Order, available at
8 <<http://www.federalreserve.gov/newsevents/press/enforcement/enf20110413a3.pdf>>,
9 which requires that independent auditors review foreclosures.

10 28. More specifically, GMAC fraud in documenting residential loan assignments
11 has been reported. An examination of New York court records by the investigative
12 journalism bureau ProPublica found hundreds of assignment documents that were filed in
13 the name of Ameriquest Mortgage Company by GMAC and other mortgage servicers
14 years after Ameriquest had ceased to exist. In at least one incident, in June 2011, a GMAC
15 employee reportedly proposed filling the gap left by a defunct lender by filing a false “lost
16 assignment” affidavit. (ProPublica’s report can be found at
17 <<http://www.propublica.org/article/gmac-mortgage-whistleblower-foreclosure>>.

18 29. In late 2011, Phil Ting, Assessor-Recorder of the City and County of San
19 Francisco, retained Aequis Compliance Solutions, Inc., a mortgage regulatory
20 compliance and consulting firm, to review 382 residential loan transactions that resulted in
21 foreclosure sales during the period from January 2009 through October 2011. The loans
22 that were reviewed were about 16% of all the loans that resulted in foreclosure sales. Phil
23 Ting published the Aequis report in February 2012. Among the findings:

24 a. In 23% of the loans, the foreclosure documents filed at the county
25 recorder’s office contradict the findings of a securitization audit as to who is the true,
26 current owner of the loan. Report, p. 6.

27 b. In 45% of the loans, the property was sold to an entity purporting to
28 be the beneficiary of the deed of trust when that entity was not the original beneficiary and

1 either (1) no assignment of a beneficial interest in the loan was *ever* recorded, or (2) such
2 an assignment was recorded only *after* the sale. *Id.*, p. 12.

3 c. The MERS database identified an investor in 192 loans. In 58% of
4 those loans, the investor in the MERS database was not the foreclosing beneficiary as
5 named in the trustee's deed upon sale. *Id.*, p. 13.

6 30. Plaintiff is informed and believes that, when MERS purported to assign the
7 deed of trust and promissory note to GMAC, MERS lacked reliable information to
8 determine who then owned the beneficial interest in the loan.

9 31. Plaintiff is further informed and believes that MERS was not specifically
10 authorized by the then-current beneficiary of the deed of trust to assign the deed of trust
11 and promissory note to GMAC.

12 32. Plaintiff is further informed and believes that GMAC is not the current
13 owner of the beneficial interest in her loan.

14 33. Plaintiff's bankruptcy has now been discharged and her case has been closed.
15 Plaintiff anticipates service of another Notice of Trustee's Sale at any time.

16 34. Declaratory relief is required so that plaintiff may know who in fact owns
17 the beneficial interest in her loan and who in fact owns servicing rights to her loan, so that
18 she may know her rights and duties (if any) to the defendants.

19 35. Injunctive relief is required so that plaintiff does not lose her home in
20 foreclosure to an entity which is not in fact her creditor, through a foreclosure initiated by
21 one who is not a proper party to foreclose, or both.

22
23 **SECOND CAUSE OF ACTION—Violation of California Fair Debt Collection**
24 **Practices Act (Civ. Code §§ 1788.13(l), 1788.17; 15 U.S.C. § 1692(e)(10))**
25 **(Against Ocwen and DOEs 1-20).**

26 36. Paragraphs 1- 19 are part of this cause of action.

27 37. Plaintiff is informed and believes that Ocwen violated Civil Code
28 §§ 1788.13(l) and 1788.17 (incorporating 15 U.S.C. § 1692e(10)), by falsely representing

1 that it had been assigned to service plaintiff's debt when in fact it had not.

2 38. By reason of such false representation, plaintiff is entitled to statutory
3 damages in the amount of \$1,000, actual damages in amounts to be proved at trial but not
4 less than \$10,000, and reasonable attorney fees incurred in bringing this action.

5
6 WHEREFORE, Plaintiff prays:

7 On the First Cause of Action

8 1. For judgment declaring that GMAC's Notice of Default is void and that GMAC
9 has no right, title, or interest in the Property.

10 2. For an order temporarily and permanently enjoining GMAC, Ocwen, and their
11 respective successors, assigns, agents, and employees from taking any further action to
12 foreclose on the Property.

13 On the Second Cause of Action

14 3. For actual and statutory damages.

15 4. For reasonable attorney fees.

16 On both causes of action

17 5. For such other and further relief as the Court may deem proper.

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20 Dated: June 25, 2013

Gersten Law Group

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23 
24 EHUD GERSTEN
25 Attorney for Plaintiff Francine Silver
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Exhibit A

ORIGINAL

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

--oOo--

In Re:) Case No. LA11-57082-TD
FRANCINE SILVER,)
Debtor.) Los Angeles, California
Thursday, February 23, 2012
10:00 a.m.

MOTION FOR RELIEF FROM STAY
[RP] [GILBERT YABES]

GMAC MORTGAGE, LLC VS. DEBTOR

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE THOMAS B. DONOVAN
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES:

For the Debtor: EHUD GERSTEN, ESQ.
3115 Fourth Avenue
San Diego, California 92103
(619) 600-0098

For GMAC Mortgage, LLC: JARED BISSELLS, ESQ.
Pite Duncan, LLP
4375 Jutland Drive, Suite 200
San Diego, California 92117
(858) 750-7713

Proceedings recorded by electronic sound recording;
transcript produced by transcription service.

ii

1 Court Recorder:

Wanda Toliver
United States Bankruptcy Court
Edward R. Roybal Federal
Building
255 East Temple Street
Los Angeles, California 90012

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4
5 Transcriber:

Briggs Reporting Company, Inc.
6336 Greenwich Drive, Suite B
San Diego, California 92122
(310) 410-4151

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1 LOS ANGELES, CALIFORNIA THURSDAY, FEBRUARY 23, 2012 10:00 AM

2 --oOo--

3 (Call to order of the Court.)

4 THE COURT: Number two, Francine Silver.

5 MS. SILVER: Yes.

6 MR. GERSTEN: Your Honor, Ehud -- Ehud Gersten on
7 behalf of the Debtor, Francine Silver.

8 THE COURT: Yes. I see Mr. Yabes -- it looks like
9 he's signed in, but the screen tells me that he
10 disconnected.

11 Mr. Gersten, I think I'm going to wait just a
12 little bit to see if Mr. Gersten (sic) may have gotten
13 called away or what happened there.

14 MR. GERSTEN: Mr. Yabes.

15 THE COURT: Mr. Yabes.

16 MR. GERSTEN: That's fine, your Honor.

17 (Pause while the Court heard other matters.)

18 THE COURT: Mr. Yabes, sir, are you there?

19 MR. BISSELL (Telephonic): Your Honor, this is
20 Jared Bissell appearing in lieu of Mr. Yabes. I was having
21 trouble with the court call, I do apologize.

22 THE COURT: Oh, I'm -- who is here?

23 MR. BISSELL: Jared Bissell on behalf of the moving
24 party.

25 THE COURT: Okay, just a moment. We're -- I'm

1 dealing with some other people in the courtroom right now,
2 but Mr. Gersten is here with his client.

3 MR. BISSELL: Thank you very much.

4 (Pause while the Court heard other matters.)

5 THE COURT: Francine Silver.

6 MS. SILVER: Yes.

7 MR. GERSTEN: Your Honor.

8 THE COURT: And I'm sorry, on the phone, would you
9 spell your last name, please?

10 MR. BISSELL: Absolutely, your Honor. Jared
11 Bissell, B-I-S-S-E-L-L.

12 THE COURT: Thank you. One second.

13 I've received the Debtor's opposition and I find
14 the Debtor's opposition to be persuasive. I'm going to
15 sustain the Debtor's opposition and deny the motion for the
16 reason that I believe that the Debtor has established, by
17 declarations, a reasonable doubt as to the veracity of the
18 movant's basis for claiming the right to bring this motion.

19 I do not believe the movant has qualified under
20 Rule 17. I do not believe the movant has established
21 standing either under the constitutional principals, or
22 under prudential principals, and I come to that conclusion
23 because I believe that what I've received are documents that
24 are not credible because of the signature of Jacqueline
25 Keeley (phonetic), which seems to differ between two

1 documents, and based on the Debtor's handwriting expert's
2 written testimony, it would appear that the documents were
3 certified by two different people using the name Jacqueline
4 Keeley and signing on behalf of the Muirs (phonetic).

5 So I think there's sufficient doubt about the
6 veracity of the documents and I would have to conclude that
7 either somebody was forging signatures, or this is a blatant
8 example of robo-signing. I don't know which, I don't know
9 why, but that's what the evidence establishes.

10 Motion denied.

11 MR. GERSTEN: Thank you, your Honor.

12 THE COURT: You're welcome. Thank you, Mr.

13 Bissell.

14 MR. BISSELL: Thank you, your Honor.

15 (Proceedings concluded.)

16

17

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19

20 I certify that the foregoing is a correct
21 transcript from the electronic sound recording of the
22 proceedings in the above-entitled matter.

23

24 Deely Muirs
25 Transcriber

3-13-12
Date

Amended **SUMMONS**
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

GMAC Mortgage, LLC, a limited liability company; OCWEN LOAN
SERVICING, LLC; and DOES 1-20

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Francine Silver

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda dasechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):
Superior Court of California
1725 Main Street
Santa Monica, CA 90401

CASE NUMBER: (Número del Caso):
SC118412

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Ehud Gersten Gersten Law Group
3115 4th Ave (619) 600-0098
San Diego, CA 92103

DATE: Clerk, by , Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ other (specify):

☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

POS-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Ehud Gersten 236159 Gersten Law Group 3115 4th Avenue San Diego, CA 92103 TELEPHONE NO.: (619) 600-0098 FAX NO. (Optional): (619) 600-0083 E-MAIL ADDRESS (Optional): egersten@gerstenlaw.com ATTORNEY FOR (Name): Plaintiff Francine Silver		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 1725 Main Street MAILING ADDRESS: CITY AND ZIP CODE: Santa Monica 90401 BRANCH NAME: West District		
PETITIONER/PLAINTIFF: Francine Silver RESPONDENT/DEFENDANT: GMAC Mortgage, LLC; OCWEN Loan Servicing, LLC		
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL		
		CASE NUMBER: SC118412

(Do not use this Proof of Service to show service of a Summons and Complaint.)

1. I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
2. My residence or business address is:
278 Slate Street
Chula Vista, CA 91911
3. On (date): July 5, 2013 I mailed from (city and state): Chula Vista, CA
the following documents (specify):
FIRST AMENDED AND SUPPLEMENTAL COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF, AND DAMAGES; AMENDED SUMMONS

☐ The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).
4. I served the documents by enclosing them in an envelope and (check one):
 - a. ☒ depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - b. ☐ placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
5. The envelope was addressed and mailed as follows:
 - a. Name of person served: David M. Liu
 - b. Address of person served:
Severson & Werson
19100 Von Karman Avenue, Suite 700
Irvine, CA 92612

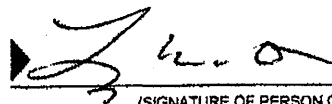
☐ The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: July 5, 2013

Lynda M. West

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)



(SIGNATURE OF PERSON COMPLETING THIS FORM)